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**VOLUNTARY CLEANUP CONTRACT
18-6484-RP**

**IN THE MATTER OF
JOHN D. HOLLINGSWORTH ON WHEELS SITE, GREENVILLE COUNTY
and
JOHN D. HOLLINGSWORTH ON WHEELS, INC. and
WAREHOUSE SERVICES NO 5C, LLC**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and John D. Hollingsworth On Wheels, Inc. ("HOW") and Warehouse Services No 5C, LLC ("Warehouse Services"), pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710 through 760, as amended, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601 to 9675, as amended, and the South Carolina Hazardous Waste Management Act (HWMA), S.C. Code Ann. § 44-56-200, with respect to the facility known as the John D. Hollingsworth On Wheels Site ("Site"). The John D. Hollingsworth On Wheels Site property is located at 3309 Laurens Road, Greenville, South Carolina ("Property"). The Property includes approximately 45.4 acres and is bounded generally by Laurel Creek and Millennium Boulevard on the west; South Carolina Central Railroad Company Right-Of-Way on the north; Laurens Road on the south; and commercial properties and woodlands beyond which is Innovation Drive on the east. The Property is identified by the County of Greenville as Tax Map Serial Number 010030100102. A legal description of the Property is attached to this Contract as Appendix A/A1.

DEFINITIONS

1. Unless otherwise expressly provided, terms used in this Contract shall have the meaning assigned to them pursuant to the Brownfields/Voluntary Cleanup Program, and if not set forth therein, shall have the meaning assigned to them pursuant to CERCLA, the HWMA, and in regulations promulgated under these statutes.

- A. "Respondents" shall mean John D. Hollingsworth On Wheels, Inc. and Warehouse Services No 5C, LLC. John D. Hollingsworth On

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Wheels, Inc. is a South Carolina Corporation with its principal place of business located at 3309 Laurens Road, Greenville, South Carolina. Warehouse Services No 5C, LLC is a South Carolina Limited Liability Company with its principal place of business located at 58 S. Burty Road, Piedmont, SC.

- B. "Contamination" shall mean impact by a Contaminant or Hazardous Substance.
- C. "Contract" shall mean this Responsible Party Voluntary Cleanup Contract.
- D. "Department" shall mean the South Carolina Department of Health and Environmental Control or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
- E. "Hazardous Substance" shall have the same meaning as defined under subparagraphs (A) through (F) of Paragraph (14) of CERCLA § 101, 42 U.S.C. § 9601(14).
- F. "Pollutant" or "Contaminant" includes, but is not limited to, any element, substance, compound, or mixture, including disease-causing agents, which after release into the environment and upon exposure, ingestion, inhalation, or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions, including malfunctions in reproduction, or physical deformations, in organisms or their offspring; "contaminant" does not include petroleum, including crude oil or any fraction of crude oil, which is not otherwise specifically listed or designated as a hazardous substance under subparagraphs (A) through (F) of paragraph (14) of CERCLA § 101, 42 U.S.C. § 9601, et seq. and does not include natural gas, liquefied natural gas, or synthetic gas of pipeline quality or mixtures of natural gas and such synthetic gas.

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- G. "Property" as described in the legal description attached as Appendix A, shall mean that portion of the Site, which is subject to ownership, prospective ownership, or possessory or contractual interest of Respondent Warehouse Services.
- H. "Response Action" shall mean any assessment, cleanup, inspection, or closure of a site as necessary to remedy actual or potential damage to public health, public welfare, or the environment.
- I. "Site" shall mean all areas where a Hazardous Substance, Pollutant or Contaminant has been released, deposited, stored, disposed of, or placed, or otherwise comes to be located; "Site" does not include any consumer product in consumer use or any vessel, as defined in CERCLA.
- J. "Voluntary Cleanup" shall mean a Response Action taken under and in compliance with the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §§ 44-56-710 to 760, as amended.
- K. "Work Plan" shall mean the plan for additional Response Actions to be conducted at the Site as described in Paragraph 3 of this Contract.

FINDINGS

2. Based on the information known by or provided to the Department, the following findings are asserted for purposes of this Contract:

- A. The Property was first developed in the mid-1940s and utilized to manufacture textile machinery and carding wire. Production at the plant ceased in December 2009. Demolition of eight buildings and associated infrastructure occurred between August 2011 and March 2012.
- B. S&ME, Inc. (S&ME) has performed a variety of environmental, building hygiene, and demolition and decommissioning services at

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the Property since 2010. This work has consisted of soil, sub-slab gas, soil gas and groundwater sampling, Phase I Environmental Site Assessments (ESA), underground storage tank removal, asbestos abatement air monitoring, and demolition oversight.

- C. Two 10,000-gallon underground storage tanks, both of which were registered with the Department's State Underground Petroleum Environmental Response Bank (SUPERB) [UST Permit No. 03812], which contained gasoline and diesel fuel, were installed at the Property in 1973 and used to fuel fleet vehicles. Both tanks were excavated and removed from the Property on May 13, 2011. A petroleum release was reported to the Department on July 14, 2011. Eleven groundwater monitoring wells have been installed at the Property in the vicinity of the former Garage/Wash Bay building in order to delineate the extent of the petroleum contamination. Based on the most recent sampling event conducted in July 2013, benzene was the only chemical of concern detected greater than its respective Risk Based Screening Level – that being in monitoring well MW-1. The Department selected and implemented monitored natural attenuation for the preferred remedy.
- D. According to a S&ME Phase I ESA report dated May 24, 2016, in summary, the ESA revealed evidence of recognized environmental conditions (REC) in connection with the Property. Vapor encroachment conditions in connection with the Property cannot be ruled out due to the known petroleum and solvent soil and groundwater contamination.
- E. Eight buildings comprising approximately 188,000 square feet of floor space were decommissioned and demolished and other associated work was performed at the Property between August 2011 and March 2012. Prior to the commencement of demolition, a variety of environmental assessment activities were performed. These principally comprised the acquisition of sub-slab and soil gas

David Wilkin

data to present an indicator(s) of the presence of environmental concerns that would have to be accounted for and managed during demolition. The Phase I ESA report further indicated the following:

- i. A discrete portion of the former Gable Building where trichloroethylene was reported to have been used for a limited time, and only in that area, in the 1960s;
- ii. Soil underneath the former Gable Building floor slab was sampled at six locations and analyzed for volatile organic compounds (VOCs), semi-volatile organic compounds, polychlorinated biphenyls and metals;
- iii. Cis-1,2-Dichloroethylene (cDCE) was detected at one of the six locations (2.0 micrograms per kilogram (ug/Kg)).
- iv. Tetrachloroethylene (PCE) was detected at two of the six locations (2.2 ug/Kg and 4.3 ug/Kg); and
- v. Trichloroethylene was detected at two of the six locations (1.7 ug/Kg and 14 ug/Kg).

- F. In the fall of 2015, a prospective purchaser commissioned the collection of soil, shallow groundwater, and surface water samples from the Site for analyses of VOCs. Their results (Froehling & Roberson 2015) demonstrated that VOCs (TCE – 1,200 ug/Kg, Tetrachloroethylene (PCE) – 350 ug/Kg, 1,1,1-Trichloroethane (TCA) – 290 ug/Kg) were detected in a soil sample acquired from 5 to 7.5 feet below ground surface at the former AST area (GP-3); no groundwater sample could be obtained from this area. TCE was also detected in two groundwater locations: 48 ug/L under the footprint of the former Gable Building and 23 ug/L, approximately 100 to 150 feet downgradient direction from the Gable Building.
- G. To address the potential vapor encroachment issued identified in the May 24, 2016 Phase I ESA, Warehouse Services commissioned a Vapor Intrusion (VI) assessment of the two remaining (i.e. post-demolition) warehouses accounting for potential volatile organic

David Wilkin

analyte intrusion from the former UST area, the TCE-affected groundwater area and the former TCE AST area. The assessment was based upon a weight-of-evidence approach using a series of sub-slab gas samples, paired with ambient indoor air samples. Ambient outdoor air samples were also collected and analyzed. Results from this assessment (S&ME 2016) demonstrated that vapor intrusion was not an operative mechanism for either of the warehouses based upon data screening against the USEPA Vapor Intrusion Screening Levels and evaluation against ambient outdoor air quality.

RESPONSE ACTIONS

3. Respondents agree to submit to the Department for review and written approval within thirty (30) days of the execution date of this Contract a Work Plan for the Site that is consistent with the technical intent of the National Contingency Plan. The Work Plan shall be implemented upon written approval from the Department. The Work Plan shall include the names, addresses, and telephone numbers of the consulting firm, the analytical laboratory certified by the Department, and Respondents' contact person for matters relating to this Contract. Respondents will notify the Department in writing of changes in the contractor or laboratory. The Department will review the Work Plan and will notify Respondents in writing of any deficiencies in the Work Plan, and Respondents will respond in writing to the Department's comments within thirty (30) days. The Work Plan and all associated reports shall be prepared in accordance with industry standards and endorsed by a Professional Engineer (P.E.) and/or Professional Geologist (P.G.) duly-licensed in South Carolina and shall set forth methods and schedules for accomplishing the following tasks:

- A. Conduct a Remedial Investigation (RI) to determine the source, nature, and extent of Contamination at the Site.
- B. Submit to the Department an RI Report (to include a Baseline Risk Assessment or other evaluation of risk to human health and the

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environment) in accordance with the schedule in the approved RI Work Plan. The Department shall review the report for determination of completion of the RI and sufficiency of the documentation. If the Department determines that the field investigation is not complete, it will send written notification of such to Respondents, and Respondents shall subsequently conduct additional field investigation to further determine the source, nature, and extent of Contamination. If the Department determines that the field investigation is complete but the report is incomplete, the Department shall send to Respondents a letter indicating that revision of the report is necessary. Within thirty-(30)-days of receipt of such letter from the Department, Respondents shall submit a revised report addressing the Department's comments.

- C. If determined necessary by the Department, conduct a Feasibility Study or other evaluation of remedial and/or removal alternatives for addressing Contamination at the Site.

4. Respondents shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan that is consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan is submitted to the Department for information purposes only. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by Respondents.

5. Respondents shall inform the Department in writing at least five (5) working days in advance of all field activities pursuant to this Contract and, if deemed necessary by the Department, shall allow the Department and its authorized representatives to take duplicates of any samples collected by Respondents pursuant to this Contract.

6. Within sixty (60) days of the execution date of this Contract and once a quarter thereafter, Respondents shall submit to the Department a written progress report that must include the following: (A) actions taken under this Contract during the previous

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reporting period; (B) actions scheduled to be taken in the next reporting period; (C) sampling, test results, and any other data, in summary form, generated during the previous reporting period, whether generated pursuant to this Contract or not; and (D) a description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.

7. All correspondence which may or are required or permitted to be given by either party to the other hereunder shall be in writing and deemed sufficiently given if delivered by (A) regular U.S. mail, (B) certified or registered mail, postage prepaid, return receipt requested, (C) nationally recognized overnight delivery service company, or (D) hand delivery to the other party at the address shown below or at such place or to such agent as the parties may from time to time designate in writing.

Unless otherwise directed in writing by either party, all correspondence, work plans, and reports should be submitted to:

The Department: Regan Rahn
South Carolina Department Health & Environmental Control
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201
rahnrd@dhec.sc.gov

Respondents: Mike Marcus, PhD
Technical Principal/Vice President
S&ME
620 Wando Park Blvd
Mt Pleasant, SC 29464
O: 864.208.9393
M: 864.915.5842
MMarcus@smeinc.com

All final work plans and reports shall include two (2) paper copies and one (1) electronic copy on compact disk.

PUBLIC PARTICIPATION

8. Upon execution of this Contract, the Department will seek public participation in

David Wilkin

accordance with S.C. Code Ann. § 44-56-740(D), and not inconsistent with the National Contingency Plan. Respondents will reimburse the Department's costs associated with public participation (e.g., publication of public notice(s), building and equipment rental(s) for public meetings, etc.).

RESPONSE COSTS

9. In accordance with §§ 44-56-200 and 44-56-740, Respondents shall, on a quarterly basis, reimburse the Department for Oversight Costs of activities required under this Contract. Oversight Costs include, but are not limited to, the direct and indirect costs of negotiating the terms of this Contract, reviewing Work Plans and reports, supervising corresponding work, and activities and costs associated with public participation. Payments will be due within thirty (30) days of the Department's invoice date. The Department shall provide documentation of its Oversight Costs in sufficient detail so as to show the personnel involved, amount of time spent on the project for each person, expenses, and other specific costs. Invoices shall be submitted to:

Respondents: Mike Daniel
Warehouse Services No. 5C, LLC
2101 Highway 69 South
PO Box 608
Mt. Vernon, IN 47620
mikedaniel@wsi-imi.com
(812)831-4234

All of Respondent's payments should reference the Contract number on page 1 of this Contract and be made payable to:

The South Carolina Department of Health & Environmental Control

If complete payment of the Past Costs or of the quarterly billing of Oversight Costs is not received by the Department by the due date, the Department may bring an action to recover the amount owed and all costs incurred by the Department in bringing the action including, but not limited to, attorney's fees, Department personnel costs, witness costs, court costs, and deposition costs.

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ACCESS

10. The Department, its authorized officers, employees, representatives, and all other persons performing Response Actions will not be denied access to the Site during normal business hours or at any time work under this Contract is being performed or during any environmental emergency or imminent threat situation, as determined by the Department (or as allowed by applicable law). Respondents and subsequent owners of the Property shall ensure that a copy of this Contract is provided to any lessee or successor or other transferee of the Property, and to any owner of other property that is included in the Site. If Respondents is unable to obtain access from the Property owner, the Department may obtain access and perform Response Actions. All of the Department's costs associated with access and said Response Actions will be reimbursed by Respondents.

RESTRICTIVE COVENANT

11. If hazardous substances in excess of residential standards exist at the Property after Respondents has completed the Response Actions required under this Contract, a covenant placing necessary and appropriate restrictions on use of the Property shall be executed and recorded. Upon the Department's approval of the items outlined therein, the restrictive covenant shall be signed by the Department, representatives of Warehouse Services and, if the Property has been sold, the current owner of the Property and witnessed, signed, and sealed by a notary public. Warehouse Services or the current owner of the Property shall file this restrictive covenant with the Register of Deeds in Greenville County. The signed covenant shall be incorporated into this Contract as an Appendix. A Certificate of Completion shall not be issued by the Department until the restrictive covenant, if required, is executed and recorded. With the approval of the Department, the restrictive covenant may be modified in the future if additional remedial activities are carried out which meet appropriate clean-up standards at that time or circumstances change such that the restrictive covenant would no longer be applicable. The Department may require Warehouse Services or subsequent owners of the Property to modify the restrictive covenant if a significant change in law or circumstances requiring remediation occurs. Warehouse Services or subsequent owners of the Property shall file an annual report with the Department by May 31st of each year detailing the current land

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uses and compliance with the restrictive covenants for as long as the restrictive covenant remains in effect on the Property. The report must be submitted in a manner prescribed by the Department.

OBLIGATIONS AND BENEFITS

12. Nothing in this Contract is intended to be or shall be construed as a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against a responsible party who is not a signatory to this Contract and who is not a signatory's parent, subsidiary, successor and assign.

13. Subject to the provisions of Paragraph 15, nothing in this Contract is intended to limit the right of the Department to undertake future Response Actions at the Site or to seek to compel parties to perform or pay for costs of Response Actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of Response Actions that may be taken or be required by the Department in exercising its authority under State and Federal law.

14. Subject to the provisions of Paragraph 15, nothing in this Contract is intended to be or shall be construed as a release or covenant not to sue for any claim or cause of action that the Department may have against Respondents for any matters not expressly addressed by and settled through this Contract.

15. Upon successful completion of the terms of this Contract, Respondents shall submit to the Department a request for a Certificate of Completion.

Once the Department determines that Respondents has successfully and completely complied with this Contract, the Department, pursuant to S.C. Code Ann. § 44-56-740(A)(5) and (B)(1), will give Respondents a Certificate of Completion that provides a covenant not to sue to Respondents, their signatories, parents, subsidiaries, successors and assigns for the work done in completing the Response Actions specifically covered in this Contract and completed in accordance with the approved work plans and reports. The covenant not to sue is contingent upon the Department's

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THIS IS CERTIFIED AS A TRUE
AND CORRECT COPY

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determination that Respondents successfully and completely complied with this Contract.

In consideration of the Department's covenant not to sue, Respondents, their signatories, parents, subsidiaries, successors and assigns agree not to assert any claims or causes of action against the Department arising out of activities undertaken at the Site or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Site, except for those claims or causes of action resulting from the Department's intentional or grossly negligent acts or omissions.

16. Respondents and the Department each reserve the right to unilaterally terminate this Contract. Termination may be accomplished by giving a thirty (30) day advance written notice of the election to terminate this Contract to the other party. Should Respondents elect to terminate, it must submit to the Department all data generated pursuant to this Contract, and certify to the Department's satisfaction that any environmental or physical hazard shall be stabilized and/or mitigated such that the Site does not pose a hazard to human health or the environment that did not exist prior to any initial Response Action addressing Contamination identified in this Contract.

17. The Department may terminate this Contract only for cause, which may include but is not limited to, the following:

- A. Events or circumstances at the Site that are inconsistent with the terms and conditions of this Contract;
- B. Failure to complete the terms of this Contract or the Work Plan;
- C. Failure to submit timely payments for Past Costs and/or for Oversight Costs as defined in Paragraph 9 above;
- D. Additional Contamination or releases or consequences at the Site caused by Respondents, their parents, subsidiaries, successors and assigns;
- E. Providing the Department with false or incomplete information or knowingly failing to disclose material information;
- F. Change in Respondents' or their parents', subsidiaries', successors' and assigns', business activities on the Property or uses of the

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Property that are inconsistent with the terms and conditions of this
Contract; or

- G. Failure by Respondents to obtain the applicable permits from the
Department for any Response Action or other activities undertaken
at the Property.

18. Upon termination of this Contract, the covenant not to sue will be null and void.
Termination of this Contract by Respondents or the Department does not end the
obligations of Respondents to reimburse Oversight Costs already incurred by the
Department and payment of such costs shall become immediately due.

19. The signatories below hereby represent that they are authorized to enter into this
Contract on behalf of their respective parties.

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THIS IS CERTIFIED AS A TRUE
AND CORRECT COPY-

SIGNATURE David Wilkie

THE SOUTH CAROLINA DEPARTMENT OF HEALTH
AND ENVIRONMENTAL CONTROL

BY: [Signature]
Daphne G. Neel, Chief
Bureau of Land and Waste Management
Environmental Quality Control

DATE: 5/17/2018

Clair H. Primm
Reviewed by Office of General Counsel

DATE: 5/15/18

[Signature]
Signature

JOHN D. HOLLINGSWORTH ON WHEELS, INC.

DATE: 4-24-2018

William E. Henderson, President
Printed Name and Title

[Signature]
Signature

WAREHOUSE SERVICES NO 5C, LLC

DATE: 5/7/18

Barry E. Cox President of Warehouse Services, Inc. AS Manager
Printed Name and Title

THIS IS CERTIFIED AS A TRUE
AND CORRECT COPY

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David Wilkin

APPENDIX A

Legal Description of the Property

County of Greenville

Tax Map Serial Number 010030100102

All that certain piece, parcel or tract of land situate, lying and being on the northern side of Laurens Road in the County of Greenville, State of South Carolina, known and designated as Lot No. 1, containing 45.404 acres, more or less, as shown and more fully described by metes and bounds on plat of survey entitled "Boundary Plat for John D. Hollingsworth on Wheels, Inc." prepared by Freeland & Associates, Inc. dated September 10, 2015, and recorded in Plat Book 1242, page 34 in the Office of the Register of Deeds for Greenville County; which plat is incorporated herein by reference and made a part of this description and a copy of said plat is attached hereto as Appendix A-1.

David Weiss

